

ORIGINAL**OFFICIAL FILE
ILLINOIS COMMERCE COMMISSION**JOHN STARBUCK
117 GREENVIEW ST.
EAST ALTON, IL. 62024
(618) 258-0699*Response*

My reply in response to the MOTION OF ILLINOIS BELL TELEPHONE to dismiss the complaint of ICC DOCKET #02-0372 will reference the paragraph headings and paragraph numbers so as to identify the concerns with these statements as written by Ameritech Law Department.

OPENING PARAGRAPH MOTION OF ILLINOIS BELL TELEPHONE TO DISMISS COMPLAINT: Stating that the reason for dismissing the complaint on the grounds that it is legally deficient has nothing to do with the fact that Ameritech only sent a list of local calling information for 618-258-0699. We never received an explanation of A, B, and C bands.

INTRODUCTION:

#1. If this definition of C band calls were originally sent this situation would never have taken place. I fully understand the description as is explained in this paragraph but had never seen this before. The original discussion with management tells me that they sent definitions sheet explaining bands A, B, & C. Clearly the list of LOCAL CALLING INFORMATION FOR 618-258-0699 does not have a cover letter explaining these bands and clearly suggests that these calls are local calls (ATTACHMENT A). Secondly, if there was a cover letter explaining the definitions of the bands, the list I received would clearly have PAGE 1 OF 2 as does the copies of the phone bills I have attached showing an example of this (ATTACHMENT B).

This paragraph also says Ameritech generally mails out a cover letter explaining the different bands but this is apparently not the case as you see from the diary of phone calls I documented in (ATTACHMENT C). As you see in my conversation to Byron on 3/8/02 he clearly tells me that this is not available to be mailed out.

#6. This paragraph states the complaint does not identify a specific statute or administrative regulation violated. I am sure there is nothing in the statutes or regulations pertaining to human error. It was simply an oversight not sending out the explanation sheet.

ARGUMENT:

#1. This paragraph states the filed rate doctrine bars Mr. Starbucks claim for a refund of the cost of the disputed calls, and that the information is readily available. The fact that the filed rate doctrine states Ameritech is prohibited from charging payment other than the rates or other charges applicable to such product is fully understood. This has nothing to do with an error made by Ameritech in not sending the complete information requested. We have always paid the standard charges as well as the long distance charges we make.

ILLINOIS
COMMERCE COMMISSION
JUL 16 10 59 AM '02
CLERK'S OFFICE

I agree that the Lawrence v. Illinois Bell Telephone Co. is similar as stated. The big difference is that Mr. Lawrence, as stated failed to exercise proper care and confirm with Ameritech Illinois or his ISP that the access number he used was a local call. We, on the other hand made the necessary call in January of 2000 to get a list of local calling numbers to insure we would not have an incorrect ISP number listed in our internet access numbers list.

I most definitely was not aware of the possibility that the calls to my ISP could be toll calls. That was the whole reason for making the call in January of 2000 to prevent any long distance calls. The statement stating I was aware of this is false.

This paragraph also states that Ameritech provides information in at least three ways: orally, customer care, and the website. We had already requested the information orally in January of 2000. Since we were under the assumption we were sent the correct information about the LOCAL CALLING INFORMATION FOR 618-258-0699 (ATTACHMENT A), why would we need to get any other information. When you go to a gas station and see the sign telling you that the price is a \$ 1.35 per gallon you know that it is correct. You have no reason to believe that this is not the complete information provided to you. We were sent what we knew was the complete information about the local calling numbers. As I mentioned earlier if there was another page it would have clearly had page 1 of 2 on it.

CONSEQUENTIAL DAMAGES:

This paragraph states that compensation for consequential damages cannot be awarded. My question is why doesn't an individual deserve compensation for what he or she has been through from the result of someone else's error? It is not my fault I have to defend what I know and feel has been a deceptive way of doing business for profit. This paragraph states that Ameritech specifically limits its liability for service errors. Does this mean that the customer pays for the errors made? This is not fair to the consumer.

I AM ASKING THAT A FAIR DECISION BE MADE IN THIS CASE. IT IS OBVIOUS THAT WE TOOK EVERY MEASURE TO PREVENT OUR INTERNET ACCESS NUMBERS FROM BEING LONG DISTANCE. I WOULD NOT PURPOSELY PUT LONG DISTANCE PHONE NUMBERS IN TO HAVE TO PAY FOR. I HAVE NEVER IN MY LIFE HAD TO FIGHT SO HARD FOR SOMETHING I KNOW IS RIGHT. IT CAN BE CLEARLY SEEN FROM THE ATTACHMENTS AND INFORMATION I HAVE PROVIDED THAT MISTAKES HAVE BEEN MADE BY AMERITECH.

Sincerely,

A handwritten signature in cursive script that reads "John Starbuck". The signature is written in dark ink and is positioned above the printed name.

John Starbuck